

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 00T04701	DATE OF AWARD 05/24/2011	
			MODIFICATION NUMBER: 1 PROGRAM CODE: X7		
			TYPE OF ACTION No Cost Amendment		MAILING DATE 05/24/2011
			PAYMENT METHOD: Advance		ACH# 90017
RECIPIENT TYPE: Intermunicipal			Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423		
RECIPIENT: Assoc of Bay Area Governments P.O. Box 2050 Oakland, CA 94604 EIN: 94-2832478			PAYEE: Executive Director Assoc of Bay Area Governments P.O. Box 2050 Oakland, CA 94604		
PROJECT MANAGER Jennifer Krebs P.O. Box 2050 Oakland, CA 94604 E-Mail: jkrebs@waterboards.ca.gov Phone: 510-622-2315		EPA PROJECT OFFICER Erica Yelensky 75 Hawthorne Street, CED-3 San Francisco, CA 94105 E-Mail: yelensky.eric@epa.gov Phone: 415-972-3021		EPA GRANT SPECIALIST Maria Roverso Grants Management Office, MTS-7 E-Mail: roverso.maria@epa.gov Phone: 415-972-3573	
PROJECT TITLE AND EXPLANATION OF CHANGES CWA Special Purpose Activities - Estuary 2100: Resilient Watersheds for a Changing Climate This assistance amendment extends the project and budget ending dates from 01/31/2012 to 02/29/2016 to support the San Francisco Bay Water Quality Improvement Fund project "Resilient Watersheds for a Changing Climate". The purpose of this project is to improve water quality by addressing priorities such as Invasive species management; Reduction of trash; Innovative wetlands restoration; Stormwater management; Reduction of pollutants; and Climate change impacts on water quality. There is no change to the funding amount of \$10,718,701.00.					
BUDGET PERIOD 03/01/2009 - 02/29/2016		PROJECT PERIOD 03/01/2009 - 02/29/2016		TOTAL BUDGET PERIOD COST \$10,718,701.00	
				TOTAL PROJECT PERIOD COST \$10,718,701.00	
NOTICE OF AWARD					
Based on your Application dated 12/19/2008 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0. EPA agrees to cost-share 46.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$4,922,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105			ORGANIZATION / ADDRESS U.S. EPA, Region 9 Water Division, WTR-1 75 Hawthorne Street San Francisco, CA 94105		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Thomas McCullough - Assistant Regional Administrator				DATE 05/24/2011	

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 4,922,000	\$ 0	\$ 4,922,000
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 450,000	\$	\$ 450,000
State Contribution	\$ 2,921,603	\$	\$ 2,921,603
Local Contribution	\$ 1,294,460	\$	\$ 1,294,460
Other Contribution	\$ 1,130,638	\$	\$ 1,130,638
Allowable Project Cost	\$ 10,718,701	\$ 0	\$ 10,718,701

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.436 - Surveys-Studies-Investigation Grants and Cooperative Agreements-Section 104(b)(3) of the Clean Water Act	Clean Water Act: Sec. 104(b)(3)	40 CFR PART 31

[illegible]

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$497,801
2. Fringe Benefits	\$214,055
3. Travel	\$6,857
4. Equipment	\$0
5. Supplies	\$6,500
6. Contractual	\$9,900,777
7. Construction	\$0
8. Other	\$15,000
9. Total Direct Charges	\$10,640,990
10. Indirect Costs: % Base <u>See Indirect Cost Term and Condition</u>	\$77,711
11. Total (Share: Recipient <u>54.00</u> % Federal <u>46.00</u> %.)	\$10,718,701
12. Total Approved Assistance Amount	\$4,922,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$4,922,000

Administrative Conditions

Administrative Term and Condition #2 no longer applies. Administrative Term and Condition #8 has been revised. Administrative Terms and Conditions #16, 17, 18, 19 and 20 have been added. All Other Administrative Terms and Conditions Remain the Same.

8. Payment to consultants. Per 40 CFR Part 31.36(j), as applicable, EPA's participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills and if the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. As of January 1, 2011, the rate is \$596 per day and \$74.50 per hour. This rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Subagreements with firms or individuals for services which are awarded using the procurement requirements in 40 CFR Parts 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR Part 31.36(j)(2).

16. Central Contractor Registration and Universal Identifier Requirements

A. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a.A Governmental organization, which is a State, local government, or Indian tribe;
- b.A foreign public entity;
- c.A domestic or foreign nonprofit organization;
- d.A domestic or foreign for-profit organization; and
- e.A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a.This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b.The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
- c.A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

17. Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity .*

- 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
- 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our Agency at 2 CFR 1532.

b. *Provision applicable to a recipient other than a private entity .* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR 1532

c. *Provisions applicable to any recipient .*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions* . For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

18. EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

19. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

20. Congress has prohibited EPA from using its FY 2011 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to their EPA Grants Management Office.

Programmatic Conditions

All Programmatic Conditions Remain the Same.

END OF DOCUMENT

